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United States & International

MORTGAGE NOTICE OF CLAIM

TRUST INDENTURE ACT § 323(b)

Re: Fiduciary Breach by [Trustee Name]; Bond No. [Policy No if Known.]

FROM (Claimant): [Living man/woman]

TO (Indentured Trustee): [Name of Trustee Bank, e.g., BNY Mellon], Fiduciary Compliance Officer

TO (Bond Carrier if Known): [Bond Insurer Name, e.g., Travelers Casualty & Surety Co.], Claims Department

DATE: [Insert Date]

RE: Mortgage Account No: [Number] | Securitization Trust/CUSIP: [Insert ID if known]

Executive Summary: Fiduciary Enforcement & Notice of Claim

This notice constitutes a formal declaration of **fiduciary breach** and a **demand for indemnification** directed at the Indentured Trustee and its bonding carrier under the **Trust Indenture Act 1939 (§ 323(b))** and 12 C.F.R. § 7.2013. It reframes the current mortgage dispute as a trust-level accounting event, shifting the "locus of performance" from the retail mortgage provider to the Trustee, who holds ultimate fiduciary responsibility.

- **Lawful Discharge and Acceptance**: The mortgage obligation was settled via the tender of a **Bill of Exchange (BoE)** in July 2025. Under the **Bills of Exchange Act 1882** and **UCC Article 3**, the Trustee's failure to validly dishonour the instrument within the **72-hour statutory window** operates as **legal acceptance** and full discharge of the debt.
- **Fiduciary Breach and Constructive Fraud**: Continued enforcement proceedings after lawful discharge constitute **constructive trust fraud**, a breach of fiduciary duty, and an

abuse of process. The Trustee's refusal to recognize the tender is an insurable event of non-performance.

- **Regulatory Alignment and Standing**: This enforcement action is supported by **corrective IRS 1099-OID filings** and an **Adverse Claim (UCC § 8-105)**, which identify the **[Living man/woman]** as the **true creditor and Holder in Due Course**.
- **Enforcement Levers**: To compel remediation, a **Hybrid Bond Claim** has been initiated against the Trustee's fiduciary insurance carrier. This is supplemented by a **FinCEN Form 111 (SAR)** to register a federal record of the Trustee's failure to report credit transactions and fiduciary transactions.
- **Final Demand**: The notice demands the immediate **dismissal of all possession actions**, formal confirmation of the trust-level discharge, removal of the registered charge, and indemnification for quantified financial losses.

Failure to comply with these demands will result in the immediate escalation of the claim to the **OCC Fiduciary Compliance Division** and the **State Insurance Commissioner**.

I. PURPOSE AND JURISDICTION

This formal **Hybrid Bond Claim** unites commercial, fiduciary, and regulatory enforcement to compel the Indentured Trustee's bonding insurer to indemnify for breaches of fiduciary duty, dishonoured tender, and concealment of trust proceeds. The claim operates under the following authorities:

- **Trust Indenture Act 1939, § 323(b)** – Fiduciary bond coverage.
- 12 C.F.R. § 7.2013 – Mandatory fiduciary bond maintenance by national banks.
- **Uniform Commercial Code (UCC) § 3-603** – Discharge of obligation upon tender of payment.
- 31 C.F.R. § 1020.320 – Reporting of suspicious fiduciary activity and non-performance.

II. BASIS OF CLAIM: FIDUCIARY BREACH

Every qualified indentured trustee must maintain a fidelity or fiduciary-loss bond approved by its regulator to guarantee the faithful performance of fiduciary duties.

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- **Lawful Tender:** On [Insert July Service Date], a **Bill of Exchange (BoE)** was duly tendered to the Trustee for full mortgage discharge in accordance with the **Bills of Exchange Act 1882 (§§ 41–52)** and **UCC § 3-603**.
- **Dishonour and Breach:** The Trustee failed to validly dishonour the BoE within the statutory 72-hour window, which operates as **legal acceptance** and discharge of the underlying obligation.
- **Constructive Fraud:** Continued enforcement of the mortgage after lawful discharge constitutes a **fiduciary breach** and **constructive trust fraud**, which are reportable and insurable events under the Trustee's bonding instrument.

III. CHRONOLOGY OF EVENTS AND EVIDENTIARY SUPPORT

A verified **Evidence Dossier** is maintained by Ecclesia Law and includes:

- **Exhibit A:** Certified Bill of Exchange and Proof of Service (xx/xx/xxxx).
- **Exhibit B:** Perfected UCC-1 Financing Statement establishing secured creditor status.
- **Exhibit C: FinCEN 111 Control Number** [Insert Number] documenting fiduciary fraud and non-reporting.
- **Exhibit D:** IRS Form 1099-OID corrective filing identifying the banks as mere nominees.

IV. QUANTIFIED LOSS STATEMENT

The Claimant demands indemnification for the following itemized losses resulting from the Trustee's failure to maintain faithful performance:

- **Principal Loss:** Face value of the dishonoured Bill of Exchange ($[Insert Amount]).
- **Interest:** Accrued at the contractual or statutory rate from the date of dishonour.
- **Consequential Damages:** Itemized administrative costs, courier fees, and filing expenses.
- **TOTAL CLAIM:** $[Insert Calculated Total].

V. DEMAND FOR INDEMNIFICATION

Pursuant to the **Uniform Surety Claims Act § 4** and **NAIC Model Regulation § 4(A)**, the Bond Carrier is required to:

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1. **Acknowledge** this claim within **15 days**.
2. **Request additional information** within **30 days** if necessary.
3. **Accept or Deny** the claim within **45 days total**. Non-response constitutes an **Unfair Claims Practice** and will trigger a supplemental **FinCEN 111** filing to escalate inter-agency review.

FINAL NOTICE: If the Trustee does not immediately move to strike out all court proceedings and confirm discharge, this claim will be escalated to the **OCC Fiduciary Compliance Division** or the **State Insurance Commissioner**.

Signed,

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